

7829-5
RECORDATION NO. Filed & Recorded

JUN 23 1976 4 42 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT, dated as of June 15, 1976, among NATIONAL RAILROAD PASSENGER CORPORATION (hereinafter called the Railroad), GENERAL ELECTRIC COMPANY (hereinafter called the Builder), and FEDERAL FINANCING BANK (hereinafter called the Assignee).

WHEREAS the Railroad and the Builder have entered into a Conditional Sale Agreement dated as of June 1, 1974 (hereinafter called the Original Conditional Sale Agreement);

WHEREAS the Builder and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION (hereinafter called the Original Assignee) have entered into an Agreement and Assignment dated as of June 1, 1974 (hereinafter called the Original Assignment);

WHEREAS the Original Conditional Sale Agreement and the Original Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on February 10, 1975, at 3:25 p.m., and were assigned recordation number 7829;

WHEREAS the Original Conditional Sale Agreement and the Original Assignment have been amended in certain respects, including the substitution of the Assignee for the Original Assignee as a party to the Original Assignment (the Original Conditional Sale Agreement and the Original Assignment, as amended and supplemented to the date hereof, being hereinafter called the Conditional Sale Agreement and the Assignment, respectively);

WHEREAS the parties hereto now desire to amend further the Conditional Sale Agreement and the Assignment in certain respects.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Schedule A of the Conditional Sale Agreement is amended by substituting therefor the Schedule A attached hereto (and by deleting therefrom all references to that unit of Equipment having Railroad No. 959.)

2. The first sentence of the third paragraph of Article 2 of the Conditional Sale Agreement is amended to read as follows:

Notwithstanding the preceding provisions of this Article 2, any Equipment not settled for pursuant to Article 3 hereof on or before June 30, 1976 shall be excluded herefrom.

3. Each and every reference in Article 3 of the Conditional Sale Agreement to the amounts "\$19,053,202" and "\$13,882,411" are amended to read "\$19,570,395" and "\$14,259,244" respectively.

4. The second paragraph of Article 3 of the Conditional Sale Agreement is amended to read as follows:

The Equipment shall be settled for prior to June 30, 1976, in such numbers of groups of Equipment as may be agreed upon by the parties hereto (each such group being hereinafter called a Group).

5. The fifth paragraph of Article 3 of the Conditional Sale Agreement is amended by deleting from the first sentence

thereof the phrase "and the Certificate or Certificates of Acceptance".

6. Subparagraph (a) of Section 1 of the Assignment is amended to read as follows:

(a) all the right, title and interest of the Builder in and to each unit of the Equipment when and as severally settled for by the Railroad under the Conditional Sale Agreement, subject to payment by the Assignee to the Builder of the amount required to be paid under Section 4 hereof with respect thereto;

7. The second sentence of Section 2 of the Assignment is amended to read as follows:

The Builder further agrees that it will warrant to the Assignee and the Railroad that at the time of settlement for each unit of the Equipment under the Conditional Sale Agreement it had legal title to such unit and good and lawful right to sell such unit and that title to such unit was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Railroad under the Conditional Sale Agreement; and the Builder further agrees that it will defend the title to such unit against the demands of all persons whomsoever based on claims originating prior to the delivery of such unit by the Builder under the Conditional Sale Agreement; all subject, however, to the provisions of the Conditional Sale Agreement and the rights of the Railroad thereunder.

8. Section 4 of the Assignment is amended by deleting subparagraph (b) in its entirety.

9. Subparagraph (a) of Section 4 of the Assignment is amended to read as follows:

(a) A bill of sale from the Builder to the Assignee and to the Railroad transferring to the Assignee security title, and to the Railroad legal title (subject to the security title of the Assignee),

to the units of the Equipment in such Group warranting to the Assignee and to the Railroad that at the time of settlement for such units under the Conditional Sale Agreement the Builder had legal title to such units and good and lawful right to sell such units and that title to such units was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Railroad under the Conditional Sale Agreement, and covenanting to defend the title to such units against the demands of all persons whomsoever based on claims originating prior to the delivery of such units by the Builder under the Conditional Sale Agreement.

10. The Assignment is hereby amended to permit the aforesaid amendments to the Conditional Sale Agreement as though originally set forth therein.

11. Each and every reference in the Conditional Sale Agreement and the Assignment to the Leases and the Sale and Lease Back Agreement shall be deemed to refer to such documents as amended to and including the date hereof.

12. The Railroad will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 18 of the Conditional Sale Agreement.

13. Except as amended hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused

their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

GENERAL ELECTRIC COMPANY,

by

[Corporate Seal]

General Manager - Locomotive
Products Department

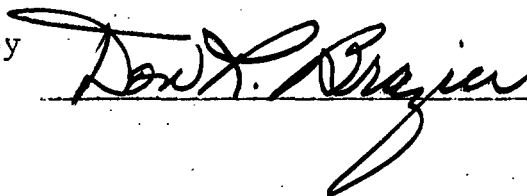
Attest:

Secretary

NATIONAL RAILROAD PASSENGER
CORPORATION,

by

[Corporate Seal]



Attest:

Secretary

FEDERAL FINANCING BANK,

by

[Corporate Seal]

Attest:

APPROVAL OF AMENDMENT

The Federal Railroad Administrator on behalf of the Secretary of Transportation of the United States of America does hereby approve and consent to the foregoing Amendment Agreement in accordance with Article 23 of the Conditional Sale Agreement dated as of June 1, 1974, between General Electric Company and National Railroad Passenger Corporation and related documents.

Federal Railroad Administrator

Attest:

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF ERIE,)

On this day of June, 1976, before me personally appeared , to me personally known, who, being by me duly sworn, said that he is General Manager-Locomotive Products Department of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

DISTRICT OF COLUMBIA,) ss.:

On this 29th day of June, 1976, before me personally appeared Don R. Brazier, to me personally known, who, being by me duly sworn, said that he is Vice President-Finance of NATIONAL RAILROAD PASSENGER CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

My Commission expires

My Commission Expires September 30, 1980

Richard J. [Signature]
Notary Public

DISTRICT OF COLUMBIA, D. C.

On this day of June, 1976, before me personally
appeared , to me personally
known, who, being by me duly sworn, said that he is

of FEDERAL FINANCING BANK, that one of the seals affixed to the foregoing instrument is the seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Notary Public

[Notarial Seal]

My Commission expires

DISTRICT OF COLUMBIA, D.C.:

On this day of June, 1976, before me personally appeared , to me personally known, who, being by me duly sworn, said that he is the Federal Railroad Administrator, that the foregoing instrument was signed by him by authority duly delegated to him by the Secretary of Transportation; and he acknowledged that the execution of the foregoing instrument was his free act and deed as the Federal Railroad Administrator.

Notary Public

[Notarial Seal]

My Commission expires

SCHEDULE A

DESCRIPTION OF EQUIPMENT+

Type	Quantity	Manufacturer's Specifications	Place of Acceptance	R.R. Nos.	Unit Price*	Total Price	Delivery
2 H.P. Electric Generator Model 50CP	6	Builder's Specification Number GE 5141 and Proposition T29-60785 dated 9/16/73, Lessee's Request for Quotation W9354-01 dated 12/19/72 and Purchase Order WWJ 3079-002 dated 3/20/73 and supplements thereto.	Wilmington, Delaware	950, 952 through 955 (both inclusive) and 957.	\$732,856.33	\$4,397,137.98	November 1975-April 1976
2 H.P. Electric Generator Model 50CP	11	Builder's Specification Number GE 5141 and Proposition T29-03011 dated 9/16/73, Lessee's Request for Quotation X-WEL-254-01 dated 9/11/73 and Purchase Order WWJ 3284-002 dated 10/11/73 and supplements thereto.	Wilmington Delaware	965 through 975 (both inclusive)	\$717,746.00	\$7,895,206.00	November 1975-April 1976
Type	Quantity	Manufacturer's Specifications	Place of Acceptance				
2 H.P. Electric Generator Model 50CP	8	Builder's Specification Number GE 5141 and Proposition T29-60785 dated 9/16/73, Lessee's Request for Quotation W9354-01 dated 12/19/72 and Purchase Order WWJ 3079-002 dated 3/20/73 and supplements thereto and P.O. #WJH-5155-040	Wilmington, Delaware	951, 956, 958, 960 through 964 (both inclusive)	\$909,756.33	\$7,278,050.64	June 1976-October 1976
Total	25					\$19,570,394.62	

The term "Item of Equipment" as used in this Conditional Sale Agreement shall mean a locomotive described above, including the signal equipment installed therein.

Exclusive of fuel and freight.

AMENDMENT AGREEMENT, dated as of June 15, 1976, among NATIONAL RAILROAD PASSENGER CORPORATION (hereinafter called the Railroad), GENERAL ELECTRIC COMPANY (hereinafter called the Builder), and FEDERAL FINANCING BANK (hereinafter called the Assignee).

WHEREAS the Railroad and the Builder have entered into a Conditional Sale Agreement dated as of June 1, 1974 (hereinafter called the Original Conditional Sale Agreement);

WHEREAS the Builder and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION (hereinafter called the Original Assignee) have entered into an Agreement and Assignment dated as of June 1, 1974 (hereinafter called the Original Assignment);

WHEREAS the Original Conditional Sale Agreement and the Original Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on February 10, 1975, at 3:25 p.m., and were assigned recordation number 7829;

WHEREAS the Original Conditional Sale Agreement and the Original Assignment have been amended in certain respects, including the substitution of the Assignee for the Original Assignee as a party to the Original Assignment (the Original Conditional Sale Agreement and the Original Assignment, as amended and supplemented to the date hereof, being hereinafter called the Conditional Sale Agreement and the Assignment, respectively);

WHEREAS the parties hereto now desire to amend further the Conditional Sale Agreement and the Assignment in certain respects.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Schedule A of the Conditional Sale Agreement is amended by substituting therefor the Schedule A attached hereto (and by deleting therefrom all references to that unit of Equipment having Railroad No. 959.)

2. The first sentence of the third paragraph of Article 2 of the Conditional Sale Agreement is amended to read as follows:

Notwithstanding the preceding provisions of this Article 2, any Equipment not settled for pursuant to Article 3 hereof on or before June 30, 1976 shall be excluded herefrom.

3. Each and every reference in Article 3 of the Conditional Sale Agreement to the amounts "\$19,053,202" and "\$13,882,411" are amended to read "\$19,570,395" and "\$14,259,244" respectively.

4. The second paragraph of Article 3 of the Conditional Sale Agreement is amended to read as follows:

The Equipment shall be settled for prior to June 30, 1976, in such numbers of groups of Equipment as may be agreed upon by the parties hereto (each such group being hereinafter called a Group).

5. The fifth paragraph of Article 3 of the Conditional Sale Agreement is amended by deleting from the first sentence

thereof the phrase "and the Certificate or Certificates of Acceptance".

6. Subparagraph (a) of Section 1 of the Assignment is amended to read as follows:

(a) all the right, title and interest of the Builder in and to each unit of the Equipment when and as severally settled for by the Railroad under the Conditional Sale Agreement, subject to payment by the Assignee to the Builder of the amount required to be paid under Section 4 hereof with respect thereto;

7. The second sentence of Section 2 of the Assignment is amended to read as follows:

The Builder further agrees that it will warrant to the Assignee and the Railroad that at the time of settlement for each unit of the Equipment under the Conditional Sale Agreement it had legal title to such unit and good and lawful right to sell such unit and that title to such unit was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Railroad under the Conditional Sale Agreement; and the Builder further agrees that it will defend the title to such unit against the demands of all persons whomsoever based on claims originating prior to the delivery of such unit by the Builder under the Conditional Sale Agreement; all subject, however, to the provisions of the Conditional Sale Agreement and the rights of the Railroad thereunder.

8. Section 4 of the Assignment is amended by deleting subparagraph (b) in its entirety.

9. Subparagraph (a) of Section 4 of the Assignment is amended to read as follows:

(a) A bill of sale from the Builder to the Assignee and to the Railroad transferring to the Assignee security title, and to the Railroad legal title (subject to the security title of the Assignee),

to the units of the Equipment in such Group, warranting to the Assignee and to the Railroad that at the time of settlement for such units under the Conditional Sale Agreement the Builder had legal title to such units and good and lawful right to sell such units and that title to such units was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Railroad under the Conditional Sale Agreement, and covenanting to defend the title to such units against the demands of all persons whomsoever based on claims originating prior to the delivery of such units by the Builder under the Conditional Sale Agreement.

10. The Assignment is hereby amended to permit the aforesaid amendments to the Conditional Sale Agreement as though originally set forth therein.

11. Each and every reference in the Conditional Sale Agreement and the Assignment to the Leases and the Sale and Lease Back Agreement shall be deemed to refer to such documents as amended to and including the date hereof.

12. The Railroad will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 18 of the Conditional Sale Agreement.

13. Except as amended hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused

their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

GENERAL ELECTRIC COMPANY,

by

[Corporate Seal]

General Manager - Locomotive
Products Department

Attest:

Secretary

NATIONAL RAILROAD PASSENGER
CORPORATION,

by

[Corporate Seal]

Attest:

Secretary

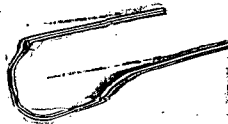
FEDERAL FINANCING BANK

by

[Corporate Seal]

Attest:

Richard M. [Signature]



Approval of the Administrator

The Federal Railroad Administrator on behalf of the Secretary of Transportation of the United States of America does hereby approve and consent to the foregoing Amendment Agreement in accordance with Article 23 of the Conditional Sale Agreement dated as of June 1, 1974, between General Electric Company and National Railroad Passenger Corporation and related documents.

Federal Railroad Administrator

Attest:

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF ERIE,)

On this day of June, 1976, before me personally appeared , to me personally known, who, being by me duly sworn, said that he is General Manager-Locomotive Products Department of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

DISTRICT OF COLUMBIA,)ss.:

On this day of June, 1976, before me personally appeared , to me personally known, who, being by me duly sworn, said that he is of NATIONAL RAILROAD PASSENGER CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

DISTRICT OF COLUMBIA,) ss.:

On this 29th day of June, 1976, before me personally appeared *Robert A. Gerard*, to me personally known, who, being by me duly sworn, said that he is *Vice President* of FEDERAL FINANCING BANK, that one of the seals affixed to the foregoing instrument is the seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.


Notary Public

[Notarial Seal]

My Commission expires

My Commission Expires September 30, 1980

DISTRICT OF COLUMBIA,) ss.:

On this day of June, 1976, before me personally appeared , to me personally known, who, being by me duly sworn, said that he is the Federal Railroad Administrator, that the foregoing instrument was signed by him by authority duly delegated to him by the Secretary of Transportation; and he acknowledged that the execution of the foregoing instrument was his free act and deed as the Federal Railroad Administrator.

Notary Public

[Notarial Seal]

My Commission expires

SCHEDULE A

DESCRIPTION OF EQUIPMENT+

Type	Quantity	Manufacturer's Specifications	Place of Acceptance	R.R. Nos.	Unit Price*	Total Price	Delivery
00 H.P. Electric Locomotives Model 60CP	6	Builder's Specification Number GE 5141 and Proposition T29-60786 dated 9/16/73, Lessee's Request for Quotation W9354-01 dated 12/19/72 and Purchase Order WWJ 3079-002 dated 3/20/73 and supplements thereto.	Wilmington, Delaware	950, 952 through 955 (both inclusive) and 957.	\$732,856.33	\$4,397,137.98	November 1975-April 1976
00 H.P. Electric Locomotives Model 60CP	11	Builder's Specification Number GE 5141 and Proposition T29-03011 dated 9/19/73, Lessee's Request for Quotation X-WEL-254-01 dated 9/11/73 and Purchase Order WWJ 3284-002 dated 10/11/73 and supplements thereto.	Wilmington Delaware	965 through 975 (both inclusive)	\$717,746.00	\$7,895,206.00	November 1975-April 1976
00 H.P. Electric Locomotives Model 60CP	8	Builder's Specification Number GE 5141 and Proposition T29-60786 dated 9/16/73, Lessee's Request for Quotation W9354-01 dated 12/19/72 and Purchase Order WWJ 3079-002 dated 3/20/73 and supplements thereto and P.O. #WJH-5156-040	Wilmington, Delaware	951, 956, 958, 960 through 964 (both inclusive)	\$909,756.33	\$7,278,050.64	June 1976-October 1976
Total	25					\$19,570,394.62	

The term "Item of Equipment" as used in this Conditional Sale Agreement shall mean a locomotive described above, including the signal equipment installed therein.

Exclusive of fuel and freight.

AMENDMENT AGREEMENT, dated as of June 15, 1976, among NATIONAL RAILROAD PASSENGER CORPORATION (hereinafter called the Railroad), GENERAL ELECTRIC COMPANY (hereinafter called the Builder), and FEDERAL FINANCING BANK (hereinafter called the Assignee).

WHEREAS the Railroad and the Builder have entered into a Conditional Sale Agreement dated as of June 1, 1974 (hereinafter called the Original Conditional Sale Agreement);

WHEREAS the Builder and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION (hereinafter called the Original Assignee) have entered into an Agreement and Assignment dated as of June 1, 1974 (hereinafter called the Original Assignment);

WHEREAS the Original Conditional Sale Agreement and the Original Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on February 10, 1975, at 3:25 p.m., and were assigned recordation number 7829;

WHEREAS the Original Conditional Sale Agreement and the Original Assignment have been amended in certain respects, including the substitution of the Assignee for the Original Assignee as a party to the Original Assignment (the Original Conditional Sale Agreement and the Original Assignment, as amended and supplemented to the date hereof, being hereinafter called the Conditional Sale Agreement and the Assignment, respectively);

WHEREAS the parties hereto now desire to amend further the Conditional Sale Agreement and the Assignment in certain respects.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Schedule A of the Conditional Sale Agreement is amended by substituting therefor the Schedule A attached hereto (and by deleting therefrom all references to that unit of Equipment having Railroad No. 959.)

2. The first sentence of the third paragraph of Article 2 of the Conditional Sale Agreement is amended to read as follows:

Notwithstanding the preceding provisions of this Article 2, any Equipment not settled for pursuant to Article 3 hereof on or before June 30, 1976 shall be excluded herefrom.

3. Each and every reference in Article 3 of the Conditional Sale Agreement to the amounts "\$19,053,202" and "\$13,882,411" are amended to read "\$19,570,395" and "\$14,259,244" respectively.

4. The second paragraph of Article 3 of the Conditional Sale Agreement is amended to read as follows:

The Equipment shall be settled for prior to June 30, 1976, in such numbers of groups of Equipment as may be agreed upon by the parties hereto (each such group being hereinafter called a Group).

5. The fifth paragraph of Article 3 of the Conditional Sale Agreement is amended by deleting from the first sentence

thereof the phrase "and the Certificate or Certificates of Acceptance".

6. Subparagraph (a) of Section 1 of the Assignment is amended to read as follows:

(a) all the right, title and interest of the Builder in and to each unit of the Equipment when and as severally settled for by the Railroad under the Conditional Sale Agreement, subject to payment by the Assignee to the Builder of the amount required to be paid under Section 4 hereof with respect thereto;

7. The second sentence of Section 2 of the Assignment is amended to read as follows:

The Builder further agrees that it will warrant to the Assignee and the Railroad that at the time of settlement for each unit of the Equipment under the Conditional Sale Agreement it had legal title to such unit and good and lawful right to sell such unit and that title to such unit was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Railroad under the Conditional Sale Agreement; and the Builder further agrees that it will defend the title to such unit against the demands of all persons whomsoever based on claims originating prior to the delivery of such unit by the Builder under the Conditional Sale Agreement; all subject, however, to the provisions of the Conditional Sale Agreement and the rights of the Railroad thereunder.

8. Section 4 of the Assignment is amended by deleting subparagraph (b) in its entirety.

9. Subparagraph (a) of Section 4 of the Assignment is amended to read as follows:

(a) A bill of sale from the Builder to the Assignee and to the Railroad transferring to the Assignee security title, and to the Railroad legal title (subject to the security title of the Assignee),

to the units of the Equipment in such Group, warranting to the Assignee and to the Railroad that at the time of settlement for such units under the Conditional Sale Agreement the Builder had legal title to such units and good and lawful right to sell such units and that title to such units was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Railroad under the Conditional Sale Agreement, and covenanting to defend the title to such units against the demands of all persons whomsoever based on claims originating prior to the delivery of such units by the Builder under the Conditional Sale Agreement.

10. The Assignment is hereby amended to permit the aforesaid amendments to the Conditional Sale Agreement as though originally set forth therein.

11. Each and every reference in the Conditional Sale Agreement and the Assignment to the Leases and the Sale and Lease Back Agreement shall be deemed to refer to such documents as amended to and including the date hereof.

12. The Railroad will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 18 of the Conditional Sale Agreement.

13. Except as amended hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused

their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

GENERAL ELECTRIC COMPANY,

by _____

[Corporate Seal]

General Manager - Locomotive
Products Department

Attest:

Secretary

NATIONAL RAILROAD PASSENGER
CORPORATION,

by _____

[Corporate Seal]

Attest:

Secretary

FEDERAL FINANCING BANK,

by _____

[Corporate Seal]


Attest:

Approval of the Administrator

The Federal Railroad Administrator on behalf of the Secretary of Transportation of the United States of America does hereby approve and consent to the foregoing Amendment Agreement in accordance with Article 23 of the Conditional Sale Agreement dated as of June 1, 1974, between General Electric Company and National Railroad Passenger Corporation and related documents.


Federal Railroad Administrator

Attest:


Counsel, FRA

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ERIE,) ss.

On this day of June, 1976, before me personally appeared , to me personally known, who, being by me duly sworn, said that he is General Manager-Locomotive Products Department of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

DISTRICT OF COLUMBIA,)ss.:

On this day of June, 1976, before me personally appeared , to me personally known, who, being by me duly sworn, said that he is of NATIONAL RAILROAD PASSENGER CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

DISTRICT OF COLUMBIA,) ss.:

On this day of June, 1976, before me personally appeared _____, to me personally known, who, being by me duly sworn, said that he is

of FEDERAL FINANCING BANK, that one of the seals affixed to the foregoing instrument is the seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

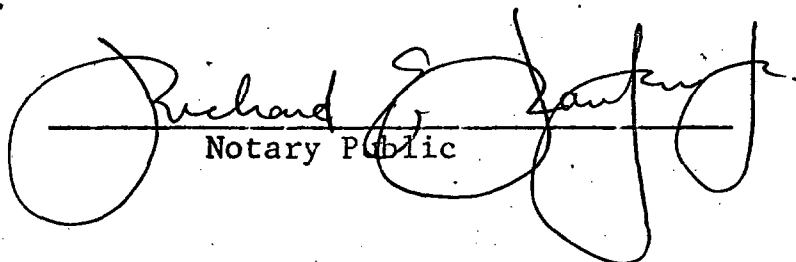
Notary Public

[Notarial Seal]

My Commission expires

DISTRICT OF COLUMBIA,) ss.:

On this 29th day of June, 1976, before me personally appeared Asaph H Hall, to me personally known, who, being by me duly sworn, said that he is the Federal Railroad Administrator, that the foregoing instrument was signed by him by authority duly delegated to him by the Secretary of Transportation; and he acknowledged that the execution of the foregoing instrument was his free act and deed as the Federal Railroad Administrator.


Notary Public

[Notarial Seal]

My Commission expires

My Commission Expires September 30, 1980

SCHEDULE A

DESCRIPTION OF EQUIPMENT+

Type	Quantity	Manufacturer's Specifications	Place of Acceptance	R. R. Nos.	Unit Price*	Total Price	Delivery
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00 H.P. Electric Locomotives Model 60CP	11	Builder's Specification Number GE 5141 and Proposition T29-03011 dated 9/19/73. Lessee's Request for Quotation X-WEL-254-01 dated 9/11/73 and Purchase Order WWJ 3284-002 dated 10/11/73 and supplements thereto.	Wilmington, Delaware	965 through 975 (both inclusive)	\$717, 746.00	\$7, 895, 206.00	November 1975-April 1976
00 H.P. Electric Locomotives Model 60CP	8	Builder's Specification Number GE 5141 and Proposition T29-60786 dated 9/16/73. Lessee's Request for Quotation W9354-01 dated 12/19/72 and Purchase Order WWJ 3079-002 dated 3/20/73 and supplements thereto and R.O. #RJM-5156-040	Wilmington, Delaware	951, 956, 958, 960 through 964 (both inclusive)	\$909, 756.33	\$7, 278, 050.64	June 1976-October 1976
Total	25					\$19, 570, 394.62	

The term "Item of Equipment" as used in this Conditional Sale Agreement shall mean a locomotive described above, including the signal equipment installed therein.

Exclusive of fuel and freight.

AMENDMENT AGREEMENT, dated as of June 15, 1976, among NATIONAL RAILROAD PASSENGER CORPORATION (hereinafter called the Railroad), GENERAL ELECTRIC COMPANY (hereinafter called the Builder), and FEDERAL FINANCING BANK (hereinafter called the Assignee).

WHEREAS the Railroad and the Builder have entered into a Conditional Sale Agreement dated as of June 1, 1974 (hereinafter called the Original Conditional Sale Agreement);

WHEREAS the Builder and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION (hereinafter called the Original Assignee) have entered into an Agreement and Assignment dated as of June 1, 1974 (hereinafter called the Original Assignment);

WHEREAS the Original Conditional Sale Agreement and the Original Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on February 10, 1975, at 3:25 p.m., and were assigned recordation number 7829;

WHEREAS the Original Conditional Sale Agreement and the Original Assignment have been amended in certain respects, including the substitution of the Assignee for the Original Assignee as a party to the Original Assignment (the Original Conditional Sale Agreement and the Original Assignment, as amended and supplemented to the date hereof, being hereinafter called the Conditional Sale Agreement and the Assignment, respectively);

WHEREAS the parties hereto now desire to amend further the Conditional Sale Agreement and the Assignment in certain

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Schedule A of the Conditional Sale Agreement is amended by substituting therefor the Schedule A attached hereto (and by deleting therefrom all references to that unit of Equipment having Railroad No. 959.)

2. The first sentence of the third paragraph of Article 2 of the Conditional Sale Agreement is amended to read as follows:

Notwithstanding the preceding provisions of this Article 2, any Equipment not settled for pursuant to Article 3 hereof on or before June 30, 1976 shall be excluded herefrom.

3. Each and every reference in Article 3 of the Conditional Sale Agreement to the amounts "\$19,053,202" and "\$13,882,411" are amended to read "\$19,570,395" and "\$14,259,244" respectively.

4. The second paragraph of Article 3 of the Conditional Sale Agreement is amended to read as follows:

The Equipment shall be settled for prior to June 30, 1976, in such numbers of groups of Equipment as may be agreed upon by the parties hereto (each such group being hereinafter called a Group).

5. The fifth paragraph of Article 3 of the Conditional Sale Agreement is amended by deleting from the first sentence

thereof the phrase "and the Certificate or Certificates of Acceptance".

6. Subparagraph (a) of Section 1 of the Assignment is amended to read as follows:

(a) all the right, title and interest of the Builder in and to each unit of the Equipment when and as severally settled for by the Railroad under the Conditional Sale Agreement, subject to payment by the Assignee to the Builder of the amount required to be paid under Section 4 hereof with respect thereto;

7. The second sentence of Section 2 of the Assignment is amended to read as follows:

The Builder further agrees that it will warrant to the Assignee and the Railroad that at the time of settlement for each unit of the Equipment under the Conditional Sale Agreement it had legal title to such unit and good and lawful right to sell such unit and that title to such unit was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Railroad under the Conditional Sale Agreement; and the Builder further agrees that it will defend the title to such unit against the demands of all persons whomsoever based on claims originating prior to the delivery of such unit by the Builder under the Conditional Sale Agreement; all subject, however, to the provisions of the Conditional Sale Agreement and the rights of the Railroad thereunder.

8. Section 4 of the Assignment is amended by deleting subparagraph (b) in its entirety.

9. Subparagraph (a) of Section 4 of the Assignment is amended to read as follows:

(a) A bill of sale from the Builder to the Assignee and to the Railroad transferring to the Assignee security title, and to the Railroad legal title (subject to the security title of the Assignee),

to the units of the Equipment in such Group, warranting to the Assignee and to the Railroad that at the time of settlement for such units under the Conditional Sale Agreement the Builder had legal title to such units and good and lawful right to sell such units and that title to such units was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Railroad under the Conditional Sale Agreement, and covenanting to defend the title to such units against the demands of all persons whomsoever based on claims originating prior to the delivery of such units by the Builder under the Conditional Sale Agreement.

10. The Assignment is hereby amended to permit the aforesaid amendments to the Conditional Sale Agreement as though originally set forth therein.

11. Each and every reference in the Conditional Sale Agreement and the Assignment to the Leases and the Sale and Lease Back Agreement shall be deemed to refer to such documents as amended to and including the date hereof.

12. The Railroad will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 18 of the Conditional Sale Agreement.

13. Except as amended hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

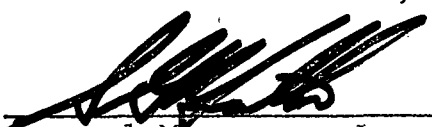
IN WITNESS WHEREOF, the parties hereto have caused

their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

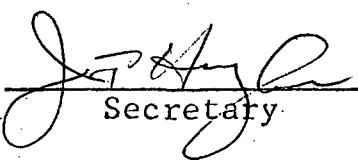
GENERAL ELECTRIC COMPANY,

by

[Corporate Seal]


General Manager - Locomotive
Products Department

Attest:


Secretary

NATIONAL RAILROAD PASSENGER
CORPORATION,

by

[Corporate Seal]

Attest:

Secretary

FEDERAL FINANCING BANK,

by

[Corporate Seal]

Attest:

Approval of the Administrator

The Federal Railroad Administrator on behalf of the Secretary of Transportation of the United States of America does hereby approve and consent to the foregoing Amendment Agreement in accordance with Article 23 of the Conditional Sale Agreement dated as of June 1, 1974, between General Electric Company and National Railroad Passenger Corporation and related documents.

Federal Railroad Administrator

Attest:

DISTRICT OF COLUMBIA,) ss.:

On this 24th day of June, 1976, before me personally appeared S. G. Hamilton, to me personally known, who, being by me duly sworn, said that he is General Manager-Locomotive Products Department of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Conestoga Rahana
Notary Public

[Notarial Seal]

My Commission expires

My Commission Expires May 14, 1977

DISTRICT OF COLUMBIA,)ss.:

On this day of June, 1976, before me personally appeared , to me personally known, who, being by me duly sworn, said that he is of NATIONAL RAILROAD PASSENGER CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

DISTRICT OF COLUMBIA,) ss.:

On this day of June, 1976, before me personally appeared , to me personally known, who, being by me duly sworn, said that he is the Federal Railroad Administrator, that the foregoing instrument was signed by him by authority duly delegated to him by the Secretary of Transportation; and he acknowledged that the execution of the foregoing instrument was his free act and deed as the Federal Railroad Administrator.

Notary Public

[Notarial Seal]

My Commission expires

SCHEDULE A

DESCRIPTION OF EQUIPMENT+

Type	Quantity	Manufacturer's Specifications	Place of Acceptance	R. R. Nos.	Unit Price*	Total Price	Delivery
60 H.P. Electric Locomotives Model 60 C.P.	6	Builder's Specification Number GE 5141 and Proposition T29-60786 dated 9/16/73. Lessee's Request for Quotation W9354-01 dated 12/19/72 and Purchase Order WWJ 3079-002 dated 3/20/73 and supplements thereto.	Wilmington, Delaware	950, 952 through 955 (both inclusive) and 957.	\$732, 856.33		November 1975-April 1976
60 H.P. Electric Locomotives Model 60 C.P.	11	Builder's Specification Number GE 5141 and Proposition T29-03011 dated 9/19/73. Lessee's Request for Quotation X-WEL-254-01 dated 9/11/73 and Purchase Order WWJ 3284-002 dated 10/11/73 and supplements thereto.	Wilmington, Delaware	965 through 975 (both inclusive)	\$717, 746.00		November 1975-April 1976
60 H.P. Electric Locomotives Model 60 C.P.	8	Builder's Specification Number GE 5141 and Proposition T29-60786 dated 9/16/73. Lessee's Request for Quotation W9354-01 dated 12/19/72 and Purchase Order WWJ 3079-002 dated 3/20/73 and supplements thereto. and P.O. #WJH-5156-040	Wilmington, Delaware	951, 956, 958, 960 through 964 (both inclusive)	\$909, 756.33		June 1976-December 1976
						\$7, 278, 050.64	
						\$19, 570, 394.62	
	25						

The term "Item of Equipment" as used in this Conditional Sale Agreement shall mean a locomotive described above, including the signal equipment installed therein.

Exclusive of fuel and freight